



Council Communication

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MIKE GILLESPIE, P.E., TOWN ENGINEER, 480-503-6841

THROUGH: GREG TILQUE, DEVELOPMENT SERVICES DIRECTOR
MARC SKOCYPEC, DEPUTY TOWN MANAGER

MEETING DATE: OCTOBER 4, 2012

SUBJECT: CONDUCT A PUBLIC HEARING REGARDING EXCHANGE OF REAL PROPERTY BETWEEN THE TOWN OF GILBERT AND MARICOPA COUNTY AT AND ADJACENT TO RODEO PARK LOCATED EAST OF VAL VISTA DRIVE AND SOUTH OF RAY ROAD AND APPROVE AN INTERGOVERNMENTAL AGREEMENT TO EXCHANGE RIGHT-OF-WAY EASEMENTS WITH MARICOPA COUNTY.

STRATEGIC INITIATIVE: Infrastructure

This project supports Gilbert's Infrastructure Strategic Initiative as it assists in the logical extension of infrastructure within the Town.

LEGAL REVIEW

☒ Complete

☐ N/A

FINANCIAL REVIEW

☒ Complete

☐ N/A

RECOMMENDED MOTION

A MOTION TO APPROVE THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY REGARDING THE EXCHANGE OF RIGHT-OF-WAY EASEMENTS FOR PROPERTY LOCATED AT AND ADJACENT TO RODEO PARK, EAST OF VAL VISTA DRIVE AND SOUTH OF RAY ROAD AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

BACKGROUND/DISCUSSION

On September 6, 2012 the Council approved Ordinance No. 2385 authorizing the exchange of this property and authorizing the Mayor, Town Manager and Town Attorneys to take all steps necessary to effectuate the exchange. Following the meeting, a "Notice of Intent to Exchange Property" was posted and published by the Town Clerk in compliance with the requirements of State statutes.

The next step in the statutory process for an exchange of property between two public entities is for the public entities to hold a public hearing on the exchange, after which the governing bodies of the two entities may approve an intergovernmental agreement ("IGA") setting forth the terms of the exchange.

Council will hold a public hearing at tonight's meeting to receive public comment on the proposed exchange. After the public hearing, Council will consider the attached IGA for approval to govern the terms of the exchange. Pursuant to the proposed IGA, the County will convey to Gilbert a right-of-way easement for the west half of Val Vista Drive and the south side of Ray Road (see Figure 3) that was anticipated to be acquired by Gilbert after completion of the CIP projects in 2005/2006 to improve Val Vista Drive (ST024) and Ray Road (ST065). These roadway improvements encroached into the County's Rodeo Park property. In exchange for this right-of-way easement, Gilbert will abandon the portion of right-of-way it owns that passes through the middle of the County's Rodeo Park property (see Figure 2). This portion of right-of-way is not necessary, as Val Vista Drive was relocated to its current location. The parcels being exchanged are of substantially similar value. Therefore, no payment is required from either the County or Gilbert.

This Intergovernmental Agreement was reviewed for form by Attorney Phyllis Smiley.

FINANCIAL IMPACT

There is no direct financial impact on the Town associated with this property exchange. There is a positive indirect financial impact in that it will secure the Town's rights for portions of both Val Vista Drive and Ray Road adjacent to Rodeo Park, protecting the Town's financial investment in these roadway improvements.

The financial impact was reviewed by Dawn Irvine, Manager of the Office of Management and Budget.

STAFF RECOMMENDATION

The Engineering Services Division and legal counsel have reviewed this land exchange, and the Intergovernmental Agreement and recommend approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael A. Gillespie". The signature is fluid and cursive, with a large initial "M" and a stylized "G".

Michael Gillespie, P.E.

Town Engineer

michael.gillespie@gilbertaz.gov

Attachments and Enclosures:

Intergovernmental Agreement
Ordinance No. 2385

When recorded return to:
Maricopa County Finance Department
Attention: Real Estate Manager
301 W. Jefferson, Suite 960
Phoenix, AZ 85003

**INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND TOWN OF GILBERT, ARIZONA
TO EXCHANGE RIGHT-OF-WAY EASEMENTS ALONG VAL VISTA DRIVE
AND RAY ROAD FOR THE FORMER VAL VISTA DRIVE ALIGNMENT**

Contract No. 2013-2106-0105

This Intergovernmental Agreement ("AGREEMENT") is made and entered into this _____ day of _____, 2012 by and between Maricopa County, a political subdivision of the State of Arizona (hereinafter called "COUNTY"), and the Town of Gilbert, Arizona, an Arizona municipal corporation (hereinafter called "GILBERT") collectively referred to in the AGREEMENT as the "PARTIES" or individually as "PARTY".

RECITALS

WHEREAS, the TOWN desires to accept right-of-way in the form of a right-of-way easement from the COUNTY along Val Vista Drive and Ray Road; and

WHEREAS, the former Val Vista Drive alignment is located within Rodeo Park, which is owned by COUNTY, and is not being used for roadway purposes. Gilbert, therefore, desires to abandon said right-of-way to Maricopa County; and

WHEREAS, the COUNTY is prepared to accept the ownership of the abandoned right-of-way along the former Val Vista Drive alignment; and

WHEREAS, The PARTIES have determined that the real property to be exchanged pursuant to this AGREEMENT is substantially similar in value and therefore no payment is required from one PARTY to the other PARTY; and

WHEREAS, A.R.S. § 11-951 *et seq.* provides that public agencies may enter into intergovernmental agreements for provision of services, or for joint or cooperative action.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the responsibilities and duties set forth below, the PARTIES hereto agree to the following:

1. GENERAL PROVISIONS:

- 1.1 RECITALS: The Recitals, by this reference, are incorporated herein and made a part of this AGREEMENT.
- 1.2 CONCEPT: This AGREEMENT is intended to provide for the exchange of real property through the abandonment of the former Val Vista Drive right-of-way alignment by the TOWN to the COUNTY and the conveyance of right-of-way easements located in the current Val Vista Drive alignment and the current Ray Road alignment from the COUNTY to the TOWN. The PARTIES have determined that the real property to be exchanged pursuant to this AGREEMENT is substantially similar in value and therefore no payment is required from one PARTY to the other PARTY.
- 1.3 EFFECTIVE DATE AND TERM: This AGREEMENT is effective upon execution by the Maricopa County Board of Supervisors and the Town of Gilbert Town Council, whichever is later. The term of this AGREEMENT shall be one (1) year.
- 1.4 TIMING OF CONVEYANCE AND ABANDONMENT: The Parties intend that the acts to be performed as set forth in this Agreement shall occur as simultaneously as possible under the circumstances and that the documents setting forth the conveyance of right-of-way easements by the County and abandonment of right-of-way by the Town be recorded in the offices of the Maricopa County Recorder on the same day.

2. COUNTY RESPONSIBILITIES:

- 2.1 COUNTY TO CONVEY RIGHT-OF-WAY EASEMENTS: Subject to the terms and conditions set forth in this AGREEMENT, COUNTY shall convey right-of-way easements in the form and legally described in Exhibits "A" and "B", attached hereto and incorporated herein by this reference (the "ROW Easements").

- 2.2 COUNTY TO ACCEPT AND ASSUME OWNERSHIP OF PROPERTY ABANDONED BY TOWN: Subject to the terms and conditions set forth in this Agreement, the County shall accept the ownership and all responsibilities inherent to ownership of the real property being abandoned by the Town and described in Exhibit "C" ("Abandoned ROW").

3. TOWN RESPONSIBILITIES:

- 3.1 TOWN TO ABANDON RIGHT-OF-WAY: Subject to the terms and conditions set forth in this AGREEMENT and pursuant to A.R.S. § 28-7205, TOWN shall abandon the Abandoned ROW.
- 3.2 TOWN TO ACCEPT EASEMENTS: Subject to the terms and conditions set forth in this Agreement, Town shall accept the ROW Easements being conveyed by County.

4. MISCELLANEOUS:

- 4.1 COUNTY INDEMNIFICATION: COUNTY shall defend, indemnify and hold harmless TOWN, its officers, agents and employees from and against claims, liabilities (including but not limited to vicarious liability), damages or expenses, including penalties and assessments and attorneys fees to which they or any of them may be subjected by reason of injury or death of any person or loss or damage to any property contributed to or caused by the negligence or omission(s) of COUNTY, its agents, servants, employees, contractors or subcontractors in the execution of COUNTY's obligations under this AGREEMENT. In case any suit or other proceeding shall be brought under this AGREEMENT, COUNTY, at the request of TOWN, will assume the defense at COUNTY'S own expense and will pay all judgments rendered therein.
- 4.2 TOWN INDEMNIFICATION: TOWN shall defend, indemnify and hold harmless COUNTY, its officers, agents and employees from and against claims, liabilities (including but not limited to vicarious liability), damages or expenses, including penalties and assessments and attorneys fees to which they or any of them may be subjected by reason of injury or death of any person or loss or damage to any property contributed to or caused by the negligence or omission(s) of TOWN, its agents, servants, employees, contractors or subcontractors in the execution of TOWN's obligations under this AGREEMENT. In case any suit or other proceeding shall be brought under this AGREEMENT, TOWN, at the

request of COUNTY, will assume the defense at TOWN'S own expense and will pay all judgments rendered therein.

- 4.3 NOTICES: Unless otherwise provided in the AGREEMENT, all notices, demands, request consents, approvals and other communications (collectively, "NOTICES") required hereunder shall be given by certified U.S. mail return receipt request, postage prepaid or personally delivered and acknowledged, at the addresses set forth below or at such other address as either party shall, from time to time, designate in writing to the other by notice given in the same manner specified in this paragraph. NOTICES shall be deemed received upon receipt, which shall be evidenced by a receipted copy (in the case of NOTICES that are personally delivered), or as evidenced by the postal service receipt.

Town of Gilbert
Town Manager
50 E Civic Center Drive
Gilbert, AZ 85296

Maricopa County
Real Estate Services Manager
301 W Jefferson St., Suite 960
Phoenix, AZ 85003

- 4.4 ENTIRE AGREEMENT: This AGREEMENT and all Exhibits attached hereto set forth the entire understanding and agreement of the PARTIES and there are no understandings or agreements, either oral or written, between the PARTIES other than as set forth herein, and those agreements which are executed contemporaneously herewith. This AGREEMENT shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or rule requiring construction against the party drafting this AGREEMENT. Each party has reviewed this AGREEMENT and has had the opportunity to have it reviewed by legal counsel.
- 4.5 AMENDMENTS: Any amendments to or variation from the terms of the AGREEMENT shall be in writing and shall become effective only after approval of the PARTIES.
- 4.6 CANCELLATION: The PARTIES acknowledge that the other has the right as provided in A.R.S. Section 38-511 to cancel the AGREEMENT if, while the AGREEMENT of any extension is in effect, any person significantly involved in negotiating, drafting, or securing the AGREEMENT on behalf of a party is (i) an employee or agent of the other party in any capacity, or (ii) a consultant to the other party with respect to the subject matter of the AGREEMENT. Either Party may cancel this AGREEMENT by providing the other written notice at least thirty (30) days prior to the effective termination date.

- 4.7 GOVERNING LAW; VENUE: The AGREEMENT is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. The PARTIES hereby agree that the venue for any claim arising out of or in any way related to this AGREEMENT shall be Maricopa County, Arizona.
- 4.8 SUCCESSORS AND ASSIGNS: The AGREEMENT shall be binding upon the PARTIES, their respective heirs, executors, administrators, personal representatives, successors, and assigns.
- 4.9 WAIVER: The waiver by any PARTY of any right granted to it under this AGREEMENT is not a waiver of any other right granted under this AGREEMENT, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
- 5.0 PARTIAL INVALIDITY: Whenever possible, each provision of this AGREEMENT shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
- 5.1 NO PARTNERSHIP OR JOINT VENTURE: Nothing in this AGREEMENT shall create any partnership, joint venture or other agreement between the PARTIES hereto. Except as expressly provided herein, no term or provision of this AGREEMENT is intended or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.
- 5.2 TIME IS OF THE ESSENCE: Time is of the essence hereof. Unless otherwise specified herein, the term "day" as used in this AGREEMENT shall mean calendar day. If the date for performance of any obligation hereunder or the last day of any time period provided herein shall fall on a Saturday, Sunday or legal holiday, then said date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.
- 5.3 HEADINGS: Sections and other headings contained in this AGREEMENT are for reference purposes only and shall not affect in any way the meaning or interpretation of this AGREEMENT.

- 5.4 COUNTERPARTS: This AGREEMENT may be executed in two or more counterparty, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
- 5.5 COOPERATION: The PARTIES agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the agreements and obligations to be performed by such party pursuant to this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES have executed this Intergovernmental Agreement by signing their names on the day and date first written above.

MARICOPA COUNTY

A political subdivision of the
State of Arizona

TOWN OF GILBERT

A municipal corporation of the
State of Arizona

Chairman of the Board of Supervisors

Mayor, Town of Gilbert

ATTEST:

ATTEST:

Clerk of the Board Date

Town Clerk Date

APPROVED AS TO FORM:

Deputy County Attorney Date

By: _____ Date
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
Town Attorney

EXHIBIT “A”

**Right-of-Way Easement
Val Vista Drive**

"Exhibit A"

VAL VISTA DEDICATION

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 29 BEARS SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 2635.34 FEET;

THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 768.37 FEET;

THENCE DEPARTING SAID EAST LINE SOUTH 89 DEGREES 47 MINUTES 46 SECONDS WEST, 40.01 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY OF VAL VISTA ROAD, AS SHOWN IN BOOK 475, PAGE 21, MARICOPA COUNTY RECORDER AND ALSO THE **POINT OF BEGINNING**;

THENCE SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 180.00 FEET;

THENCE SOUTH 23 DEGREES 21 MINUTES 46 SECONDS WEST, 891.83 FEET TO A TANGENT CURVE, CONCAVE SOUTHEAST, WHOSE RADIUS IS 889.93 FEET;

THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20 DEGREES 55 MINUTES 44 SECONDS, AN ARC LENGTH OF 325.07 FEET;

THENCE SOUTH 02 DEGREES 26 MINUTES 02 SECONDS WEST, 548.06 FEET;

THENCE SOUTH 89 DEGREES 28 MINUTES 17 SECONDS WEST, 65.09 FEET;

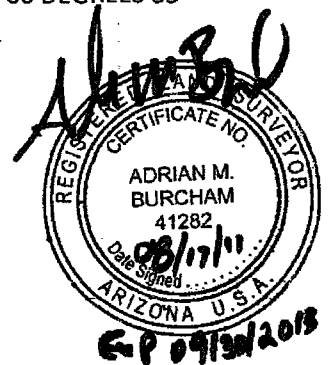
THENCE NORTH 02 DEGREES 26 MINUTES 02 SECONDS EAST, 551.42 FEET TO A TANGENT CURVE, CONCAVE SOUTHEAST, WHOSE RADIUS IS 954.93 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20 DEGREES 55 MINUTES 44 SECONDS, AN ARC LENGTH OF 348.81 FEET;

THENCE NORTH 23 DEGREES 21 MINUTES 46 SECONDS EAST, 941.72 FEET TO A TANGENT CURVE, CONCAVE NORTHWEST, WHOSE RADIUS IS 954.93 FEET;

THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06 DEGREES 55 MINUTES 23 SECONDS, AN ARC LENGTH OF 115.38 FEET TO THE **POINT OF BEGINNING**;

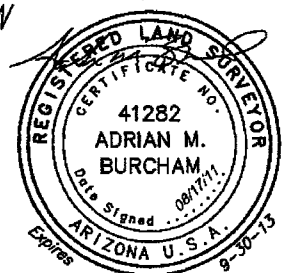
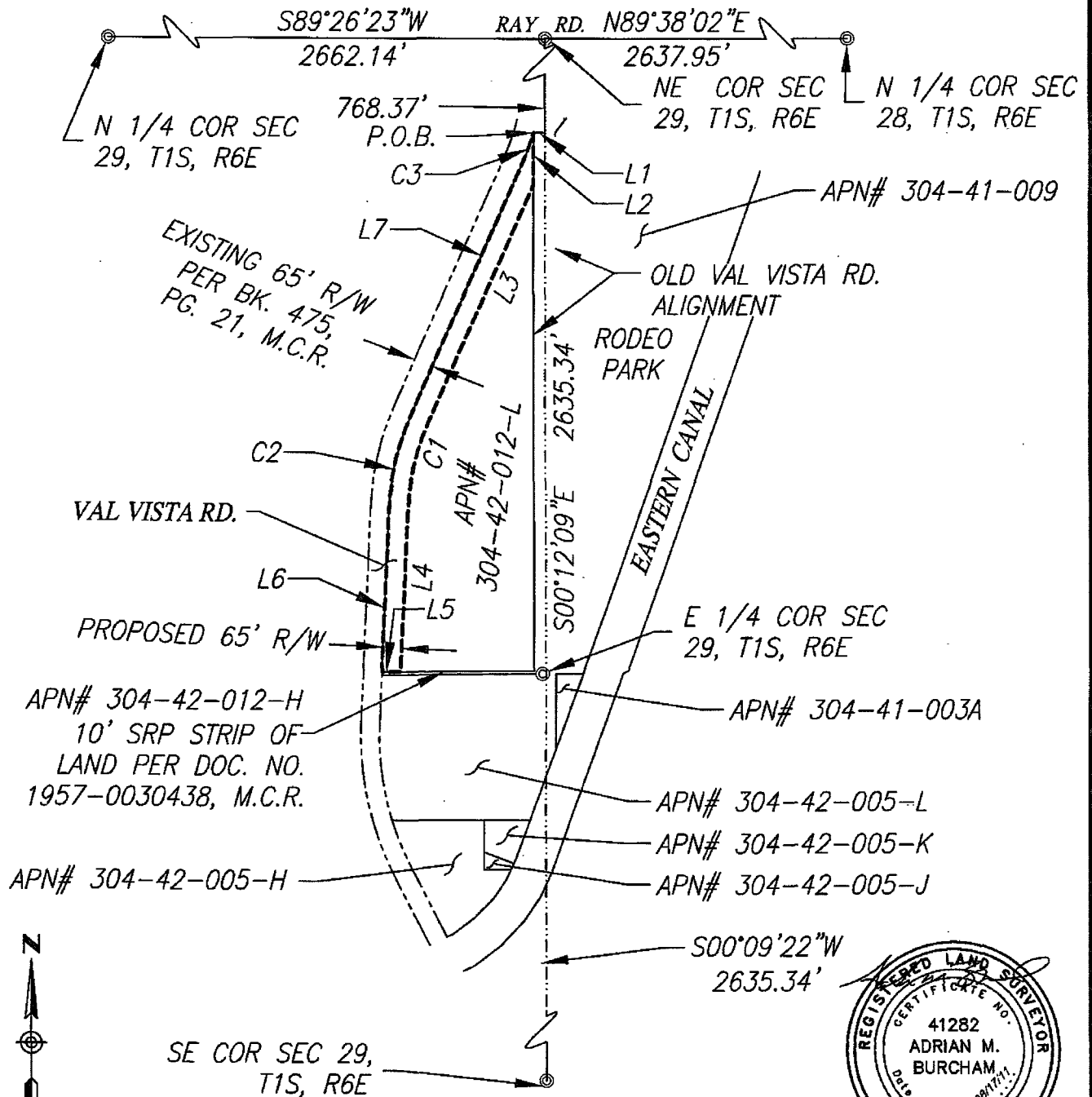
SAID PARCEL CONTAINS 120,658 SQUARE FEET OR 2.7699 ACRES, MORE OR LESS.





HUBBARD
ENGINEERING
www.hubbardengineering.com

1840 S. Stapley Dr.
Suite 137
Mesa, AZ 85204
Ph: 480.892.3313



N.T.S.

EXHIBIT "A"
VAL VISTA DEDICATION

VAL VISTA ROAD ALIGNMENT
R/W DEDICATION
Town of Gilbert, Maricopa County, Arizona

Project No. 11100 TASK 5	Date 08/17/11	Sht: 1 of 2
Project Manager AARON MICHALENKO	Project Eng.	



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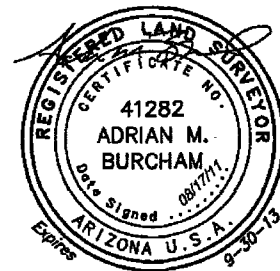
EXHIBIT "A"
VAL VISTA DEDICATION

Parcel Line Table

LINE #	LENGTH	BEARING
L1	40.01'	S89°47'46"W
L2	180.00'	S00°12'09"E
L3	891.83'	S23°21'46"W
L4	548.06'	S02°26'02"W
L5	65.09'	S89°28'17"W
L6	551.42'	N02°26'02"E
L7	941.72'	N23°21'46"E

Curve Table

CURVE #	LENGTH	RADIUS	DELTA
C1	325.07'	889.93'	020°55'44"
C2	348.81'	954.93'	020°55'44"
C3	115.38'	954.93'	006°55'23"



VAL VISTA ROAD ALIGNMENT
R/W DEDICATION
Town of Gilbert, Maricopa County, Arizona

Project No.
11100 TASK 5

Date
08/17/11

Project Manager
AARON MICHALENKO

Project Eng.

Sht: 2 of 2

EXHIBIT “B”

Right-of-Way Easement Ray Road

"Exhibit B"
RAY ROAD DEDICATION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 28, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 28 BEARS SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 2635.34 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER NORTH 89 DEGREES 38 MINUTES 02 SECONDS EAST, 606.39 FEET;

THENCE DEPARTING SAID NORTH LINE SOUTH 00 DEGREES 21 MINUTES 58 SECONDS EAST, 33.00 FEET TO THE **POINT OF BEGINNING**;

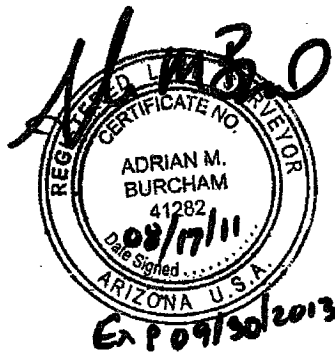
THENCE NORTH 89 DEGREES 38 MINUTES 02 SECONDS EAST, 416.97 FEET;

THENCE SOUTH 01 DEGREES 43 MINUTES 12 SECONDS EAST, 17.00 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 02 SECONDS WEST, 430.66 FEET;

THENCE NORTH 37 DEGREES 38 MINUTES 47 SECONDS EAST, 21.58 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 7,205 SQUARE FEET OR 0.1654 ACRES, MORE OR LESS.



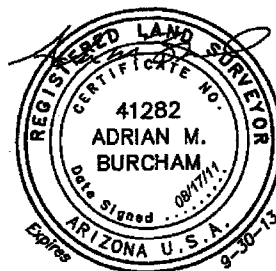
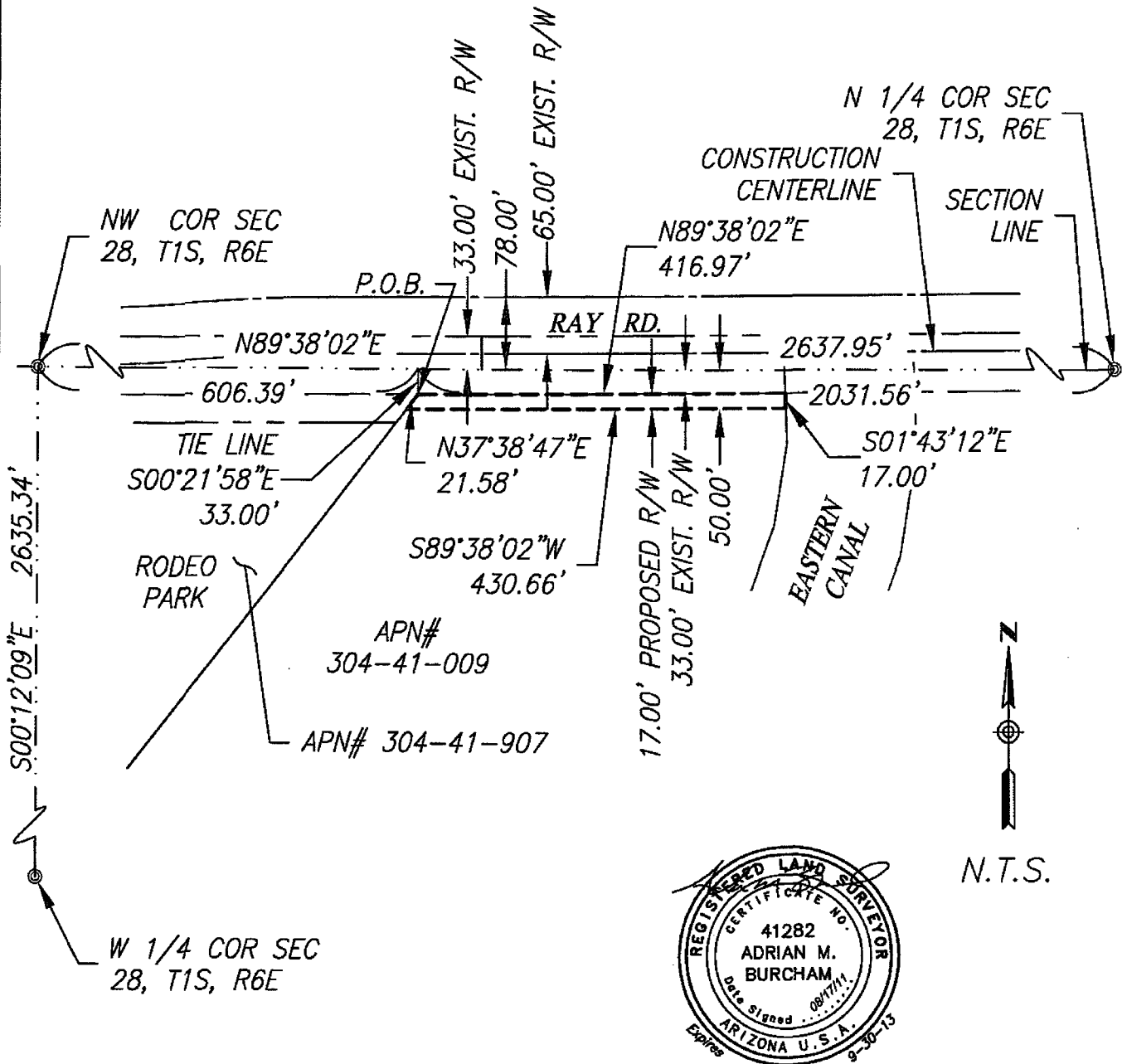


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Suite 137
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Ph: 480.892.3313

EXHIBIT "B"
RAY ROAD DEDICATION



RAY ROAD ALIGNMENT
R/W DEDICATION 2
Town of Gilbert, Maricopa County, Arizona

Project No. 11100 TASK 5	Date 08/17/11	Sht: 1 of 1
Project Manager AARON MICHALENKO	Project Eng.	

EXHIBIT “C”

Abandonment Legal Description

"Exhibit C"

VAL VISTA ABANDONMENT

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 29 BEARS SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 2635.34 FEET;

THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 856.66 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST LINE NORTH 23 DEGREES 21 MINUTES 46 SECONDS EAST, 83.98 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 1845.47 FEET;

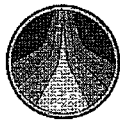
THENCE SOUTH 89 DEGREES 28 MINUTES 17 SECONDS WEST, 73.58 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 09 SECONDS WEST, 1677.20 FEET;

THENCE NORTH 23 DEGREES 21 MINUTES 46 SECONDS EAST, 100.05 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 129,590 SQUARE FEET OR 2.9750 ACRES, MORE OR LESS.

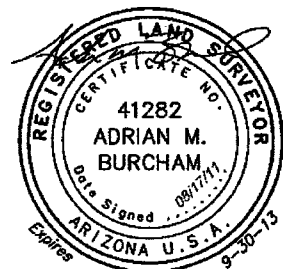
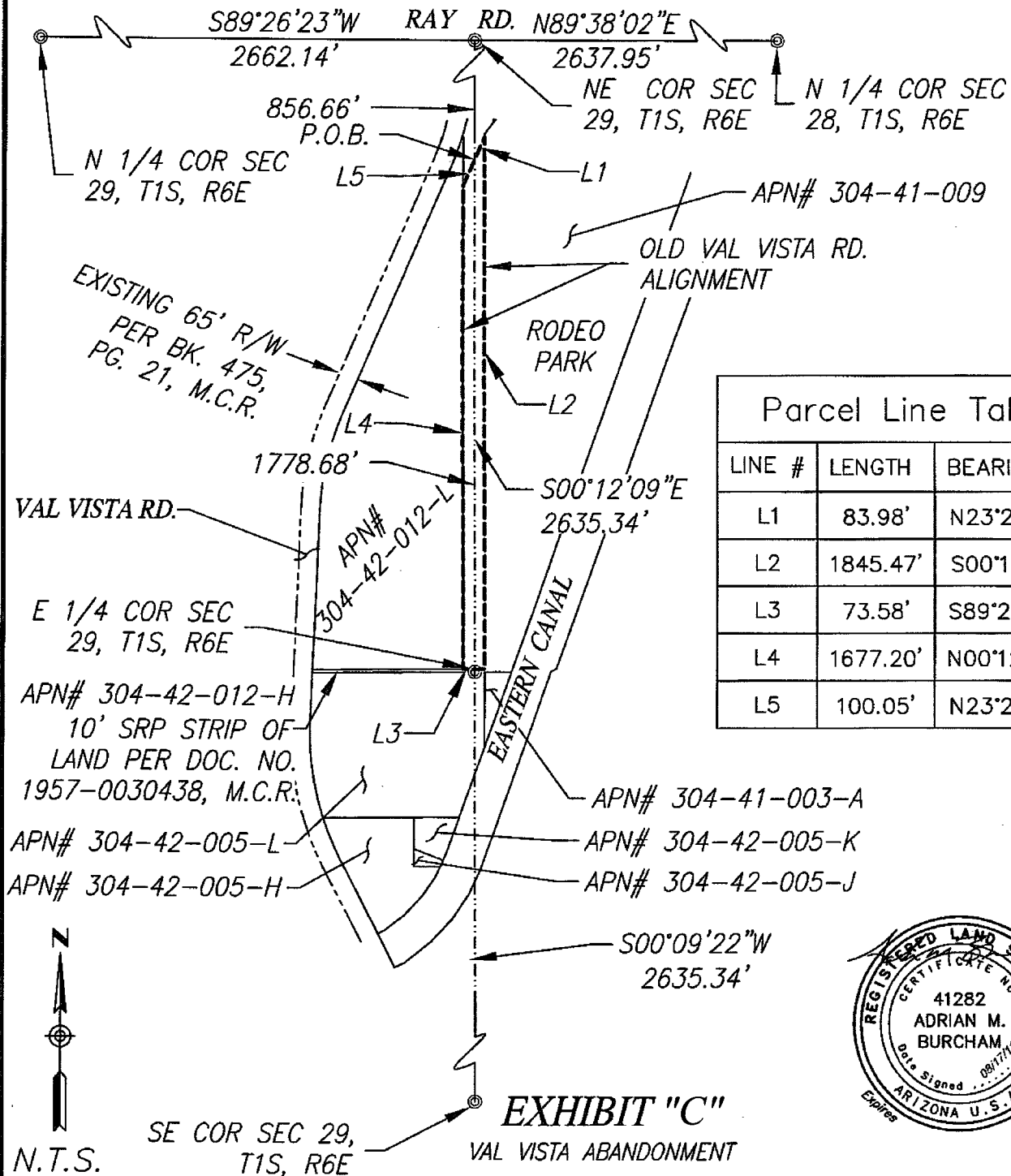




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Mesa, AZ 85204
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VAL VISTA ROAD ALIGNMENT
R/W ABANDONMENT
Town of Gilbert, Maricopa County, Arizona

Project No.
11100 TASK 5

Date
08/17/11

Project Manager
AARON MICHALENKO

Project Eng.

Sht: 1 of 1

ORDINANCE NO. 2385

AN ORDINANCE OF THE COMMON COUNCIL
OF THE TOWN OF GILBERT, ARIZONA,
AUTHORIZING THE EXCHANGE OF REAL
PROPERTY OWNED BY THE TOWN OF
GILBERT FOR REAL PROPERTY OF
SUBSTANTIALLY EQUAL VALUE IN THE
TOWN; AUTHORIZING THE MAYOR, TOWN
MANAGER AND TOWN ATTORNEYS TO
TAKE ALL STEPS NECESSARY TO
EXCHANGE SAID REAL PROPERTY SUBJECT
TO CERTAIN CONDITIONS.

WHEREAS, pursuant to A.R.S. § 9-407, the Town of Gilbert ("Gilbert") is authorized to exchange real property for any other real property of substantially equal value within the Town; and,

WHEREAS, the Gilbert Town Council desires to exchange certain real property, subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE TOWN OF GILBERT, ARIZONA:

Section 1: The Mayor, Town Manager and Town Attorney are hereby authorized and directed to take all necessary actions to exchange real property owned by Gilbert which is legally described as set forth in **Exhibit 1** ("Gilbert Parcel") for the real property legally described as set forth in **Exhibit 2** ("Exchange Parcels") subject to the conditions set forth in this Ordinance.

Section 2: Conditions of Exchange

The exchange is conditioned on the following:

1. A determination shall be made by the Town Council that the value of the Gilbert Parcel is substantially equal in value to the Exchange Parcel.
2. A public hearing shall be held prior to the execution of an Intergovernmental Agreement for the Exchange of Certain Real Property between Gilbert and Maricopa County, owner of the Exchange Parcel, in substantially the form attached hereto as **Exhibit 3** ("Intergovernmental Exchange Agreement").
3. Following the public hearing, the Council shall determine whether Gilbert shall enter into the Intergovernmental Exchange Agreement.

4. All the terms and conditions of the Intergovernmental Exchange Agreement shall be complied with.

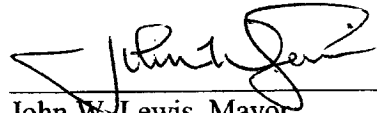
PASSED AND ADOPTED by the Common Council of the Town of Gilbert, Arizona, this 6th day of September 2012, by the following vote:

AYES: Cook, Cooper, Daniels, Lewis, Petersen, Ray, Sentz

NAYES: None ABSENT: None

EXCUSED: None ABSTAINED: None


APPROVED this 6th day of September 2012.


John W. Lewis, Mayor

ATTEST:


Catherine A. Templeton, CMC
Town Clerk

APPROVED AS TO FORM:


Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By Susan D. Goodwin

I, CATHERINE A. TEMPLETON, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 2385 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF GILBERT ON THE 6th DAY OF SEPTEMBER 2012, WAS POSTED IN FOUR PLACES ON THE 13 DAY OF September, 2012.



EXHIBIT 1
GILBERT PARCEL

Exhibit 1

VAL VISTA ABANDONMENT

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 29 BEARS SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 2635.34 FEET;

THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 856.66 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST LINE NORTH 23 DEGREES 21 MINUTES 46 SECONDS EAST, 83.98 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 1845.47 FEET;

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THENCE NORTH 00 DEGREES 12 MINUTES 09 SECONDS WEST, 1677.20 FEET;

THENCE NORTH 23 DEGREES 21 MINUTES 46 SECONDS EAST, 100.05 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 129,590 SQUARE FEET OR 2.9750 ACRES, MORE OR LESS.

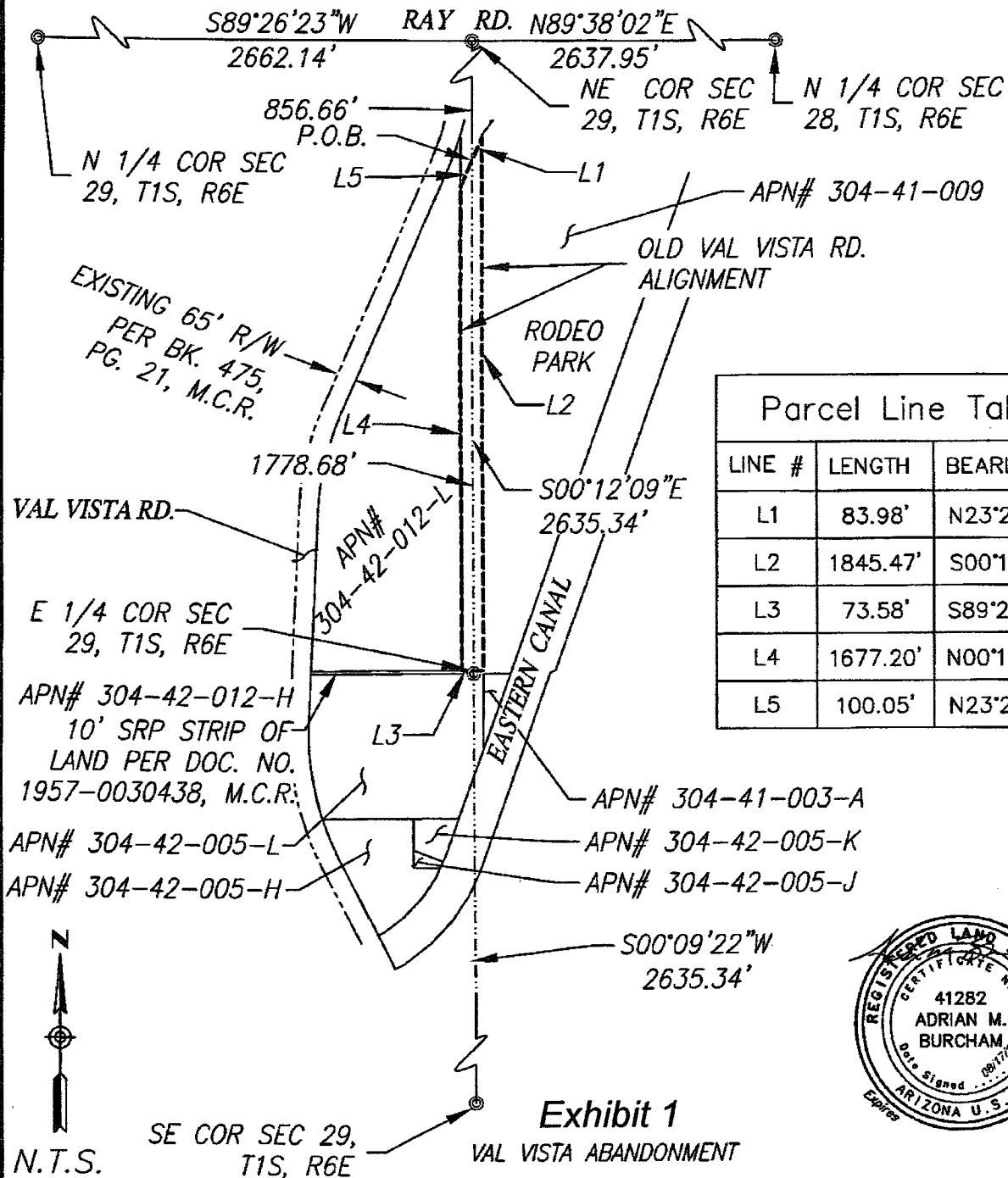




HUBBARD ENGINEERING

www.hubbardengineering.com

1840 S. Stapley Dr.
Suite 137
Mesa, AZ 85204
Ph: 480.892.3313



Parcel Line Table

LINE #	LENGTH	BEARING
L1	83.98'	N23°21'46"E
L2	1845.47'	S00°12'09"E
L3	73.58'	S89°28'17"W
L4	1677.20'	N00°12'09"W
L5	100.05'	N23°21'46"E

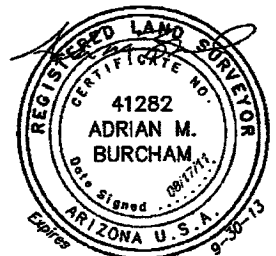


Exhibit 1

VAL VISTA ROAD ALIGNMENT
R/W ABANDONMENT

Town of Gilbert, Maricopa County, Arizona

Project No.
11100 TASK 5

Date
08/17/11

Project Manager
AARON MICHALENKO

Project Eng.

Sht. 1 of 1

EXHIBIT 2
COUNTY PARCELS

Exhibit 2

VAL VISTA DEDICATION

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 29 BEARS SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 2635.34 FEET;

THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 768.37 FEET;

THENCE DEPARTING SAID EAST LINE SOUTH 89 DEGREES 47 MINUTES 46 SECONDS WEST, 40.01 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY OF VAL VISTA ROAD, AS SHOWN IN BOOK 475, PAGE 21, MARICOPA COUNTY RECORDER AND ALSO THE **POINT OF BEGINNING**;

THENCE SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 180.00 FEET;

THENCE SOUTH 23 DEGREES 21 MINUTES 46 SECONDS WEST, 891.83 FEET TO A TANGENT CURVE, CONCAVE SOUTHEAST, WHOSE RADIUS IS 889.93 FEET;

THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20 DEGREES 55 MINUTES 44 SECONDS, AN ARC LENGTH OF 325.07 FEET;

THENCE SOUTH 02 DEGREES 26 MINUTES 02 SECONDS WEST, 548.06 FEET;

THENCE SOUTH 89 DEGREES 28 MINUTES 17 SECONDS WEST, 65.09 FEET;

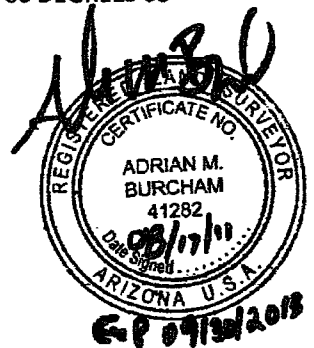
THENCE NORTH 02 DEGREES 26 MINUTES 02 SECONDS EAST, 551.42 FEET TO A TANGENT CURVE, CONCAVE SOUTHEAST, WHOSE RADIUS IS 954.93 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20 DEGREES 55 MINUTES 44 SECONDS, AN ARC LENGTH OF 348.81 FEET;

THENCE NORTH 23 DEGREES 21 MINUTES 46 SECONDS EAST, 941.72 FEET TO A TANGENT CURVE, CONCAVE NORTHWEST, WHOSE RADIUS IS 954.93 FEET;

THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06 DEGREES 55 MINUTES 23 SECONDS, AN ARC LENGTH OF 115.38 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 120,658 SQUARE FEET OR 2.7699 ACRES, MORE OR LESS.





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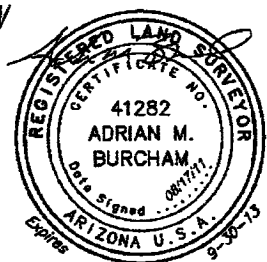
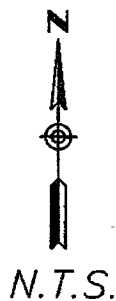
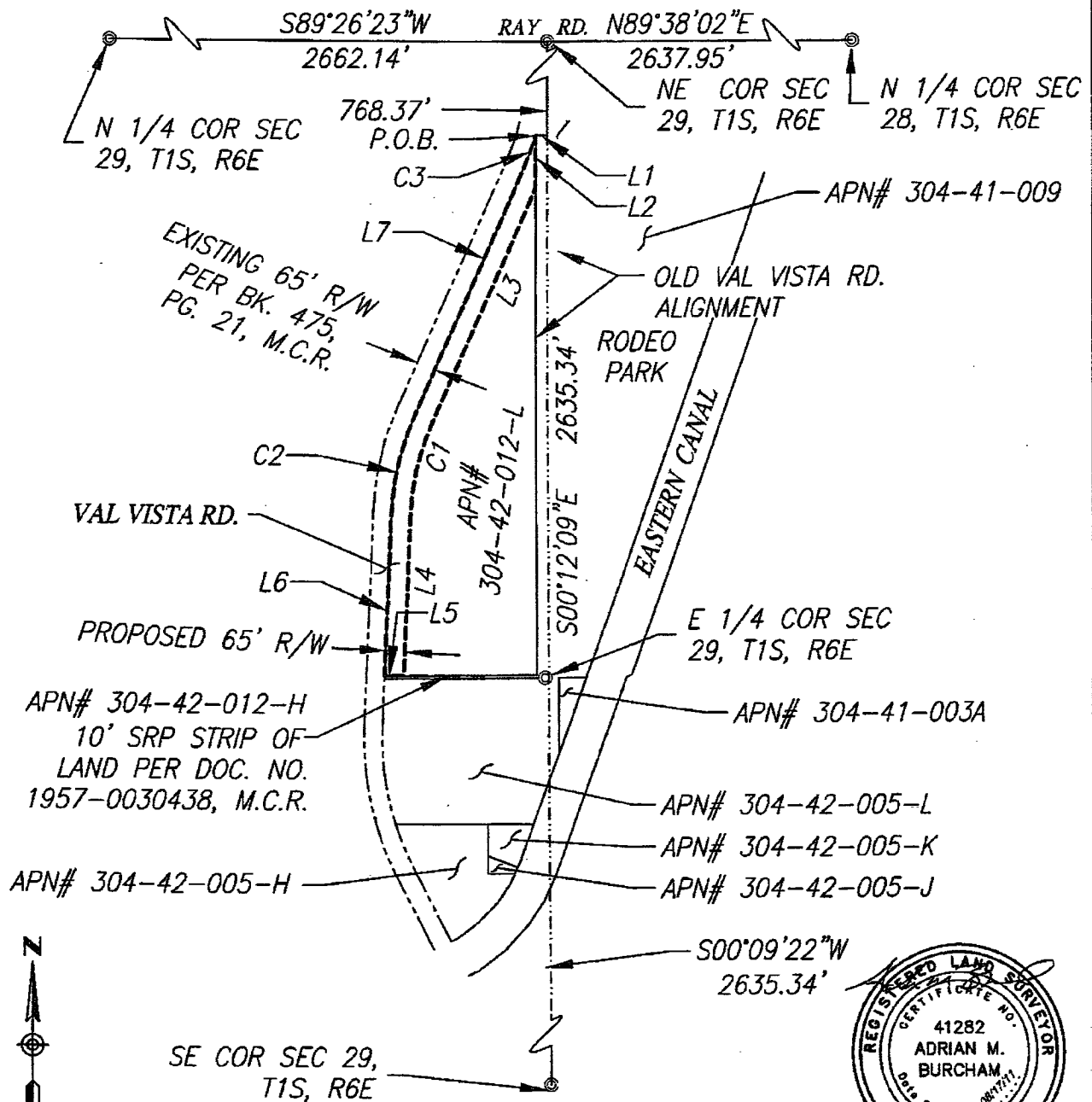


Exhibit 2
VAL VISTA DEDICATION

VAL VISTA ROAD ALIGNMENT
R/W DEDICATION
Town of Gilbert, Maricopa County, Arizona

Project No. 11100 TASK 5	Date 08/17/11	Sht: 1 of 2
Project Manager AARON MICHALENKO	Project Eng.	



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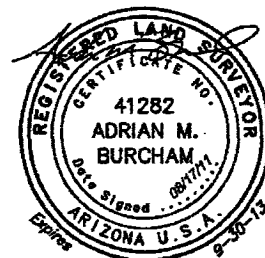
Exhibit 2
VAL VISTA DEDICATION

Parcel Line Table

LINE #	LENGTH	BEARING
L1	40.01'	S89°47'46"W
L2	180.00'	S00°12'09"E
L3	891.83'	S23°21'46"W
L4	548.06'	S02°26'02"W
L5	65.09'	S89°28'17"W
L6	551.42'	N02°26'02"E
L7	941.72'	N23°21'46"E

Curve Table

CURVE #	LENGTH	RADIUS	DELTA
C1	325.07'	889.93'	020°55'44"
C2	348.81'	954.93'	020°55'44"
C3	115.38'	954.93'	006°55'23"



VAL VISTA ROAD ALIGNMENT
R/W DEDICATION
Town of Gilbert, Maricopa County, Arizona

Project No.
11100 TASK 5

Date
08/17/11

Project Manager
AARON MICHALENKO

Project Eng.

Sht. 2 of 2

Exhibit 2

RAY ROAD DEDICATION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 28, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 28 BEARS SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 2635.34 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER NORTH 89 DEGREES 38 MINUTES 02 SECONDS EAST, 606.39 FEET;

THENCE DEPARTING SAID NORTH LINE SOUTH 00 DEGREES 21 MINUTES 58 SECONDS EAST, 33.00 FEET TO THE POINT OF BEGINNING;

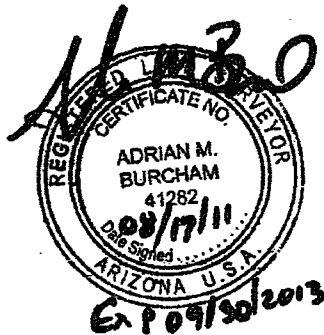
THENCE NORTH 89 DEGREES 38 MINUTES 02 SECONDS EAST, 416.97 FEET;

THENCE SOUTH 01 DEGREES 43 MINUTES 12 SECONDS EAST, 17.00 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 02 SECONDS WEST, 430.66 FEET;

THENCE NORTH 37 DEGREES 38 MINUTES 47 SECONDS EAST, 21.58 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 7,205 SQUARE FEET OR 0.1654 ACRES, MORE OR LESS.





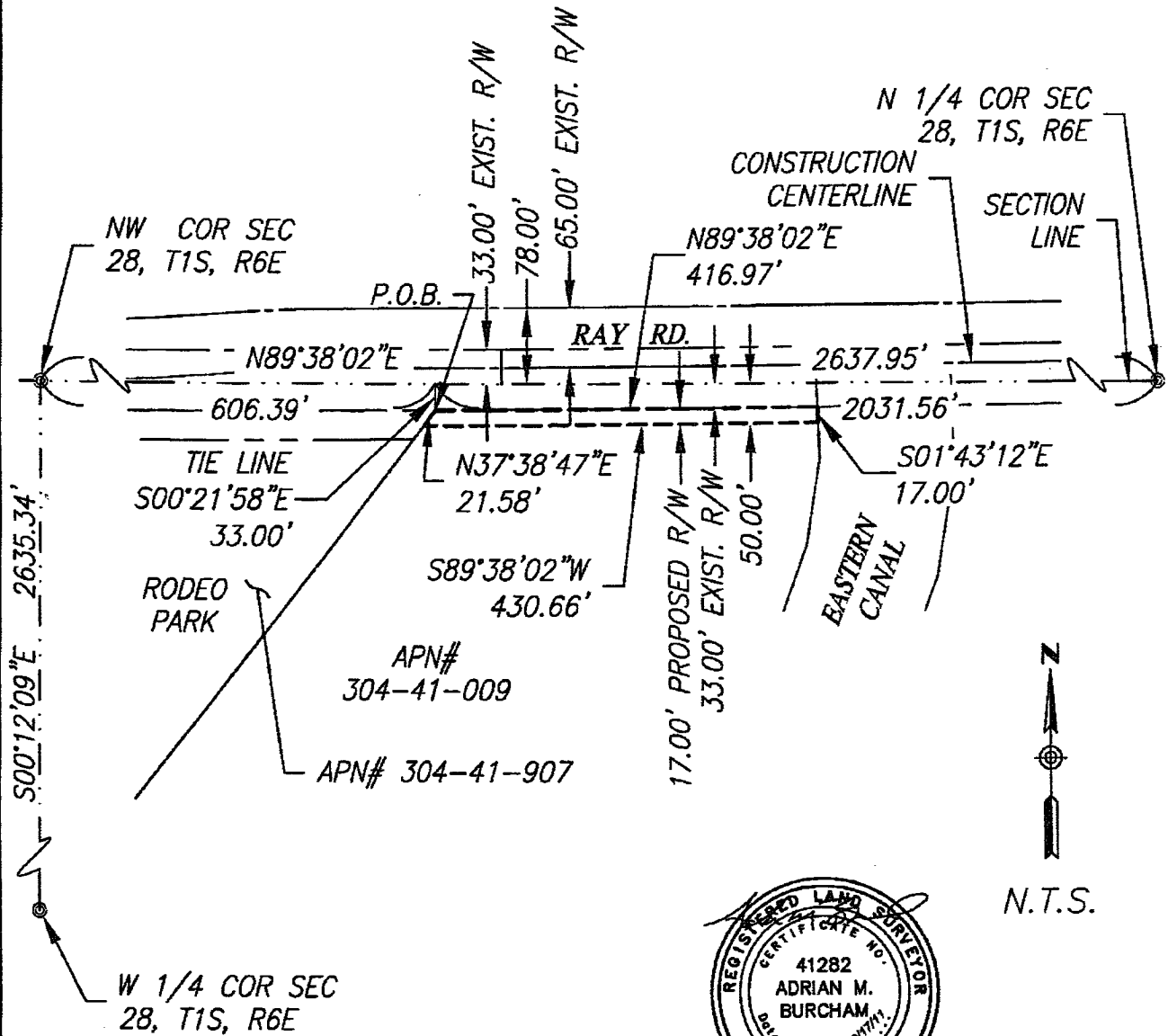
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ENGINEERING

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1940 S. Stapley Dr.
Suite 137
Mesa, AZ 85204
Ph: 480.892.3313

Exhibit 2

RAY ROAD DEDICATION



N.T.S.



RAY ROAD ALIGNMENT
R/W DEDICATION 2
Town of Gilbert, Maricopa County, Arizona

Project No.
11100 TASK 5

Date
08/17/11

Project Manager
AARON MICHALENKO

Project Eng.

Sht 1 of 1

EXHIBIT 3
INTERGOVERNMENTAL EXCHANGE AGREEMENT

When recorded return to:
Maricopa County Finance Department
Attention: Real Estate Manager
301 W. Jefferson, Suite 960
Phoenix, AZ 85003

**INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND TOWN OF GILBERT, ARIZONA
TO EXCHANGE RIGHT-OF-WAY EASEMENTS ALONG VAL VISTA DRIVE
AND RAY ROAD FOR THE FORMER VAL VISTA DRIVE ALIGNMENT**

C-18-12-XXX-X-XX

This Intergovernmental Agreement ("AGREEMENT") is made and entered into this _____ day of _____, 2012 by and between Maricopa County, a political subdivision of the State of Arizona (hereinafter called "COUNTY"), and the Town of Gilbert, Arizona, an Arizona municipal corporation (hereinafter called "GILBERT") collectively referred to in the AGREEMENT as the "PARTIES" or individually as "PARTY".

RECITALS

WHEREAS, the TOWN desires to accept right-of-way in the form of a right-of-way easement from the COUNTY along Val Vista Drive and Ray Road; and

WHEREAS, the former Val Vista Drive alignment is located within Rodeo Park, which is owned by COUNTY, and is not being used for roadway purposes. Gilbert, therefore, desires to abandon said right-of-way to Maricopa County; and

WHEREAS, the COUNTY is prepared to accept the ownership of the abandoned right-of-way along the former Val Vista Drive alignment; and

WHEREAS, The PARTIES have determined that the real property to be exchanged pursuant to this AGREEMENT is substantially similar in value and therefore no payment is required from one PARTY to the other PARTY; and

WHEREAS, A.R.S. § 11-951 *et seq.* provides that public agencies may enter into intergovernmental agreements for provision of services, or for joint or cooperative action.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the responsibilities and duties set forth below, the PARTIES hereto agree to the following:

1. GENERAL PROVISIONS:

- 1.1 RECITALS: The Recitals, by this reference, are incorporated herein and made a part of this AGREEMENT.
- 1.2 CONCEPT: This AGREEMENT is intended to provide for the exchange of real property through the abandonment of the former Val Vista Drive right-of-way alignment by the TOWN to the COUNTY and the conveyance of right-of-way easements located in the current Val Vista Drive alignment and the current Ray Road alignment from the COUNTY to the TOWN. The PARTIES have determined that the real property to be exchanged pursuant to this AGREEMENT is substantially similar in value and therefore no payment is required from one PARTY to the other PARTY.
- 1.3 EFFECTIVE DATE AND TERM: This AGREEMENT is effective upon execution by the Maricopa County Board of Supervisors and the Town of Gilbert Town Council, whichever is later. The term of this AGREEMENT shall be one (1) year.
- 1.4 TIMING OF CONVEYANCE AND ABANDONMENT: The Parties intend that the acts to be performed as set forth in this Agreement shall occur as simultaneously as possible under the circumstances and that the documents setting forth the conveyance of right-of-way easements by the County and abandonment of right-of-way by the Town be recorded in the offices of the Maricopa County Recorder on the same day.

2. COUNTY RESPONSIBILITIES:

- 2.1 COUNTY TO CONVEY RIGHT-OF-WAY EASEMENTS: Subject to the terms and conditions set forth in this AGREEMENT, COUNTY shall convey right-of-way easements in the form and legally described in Exhibits "A" and "B", attached hereto and incorporated herein by this reference (the "ROW Easements").

- 2.2 **COUNTY TO ACCEPT AND ASSUME OWNERSHIP OF PROPERTY ABANDONED BY TOWN:** Subject to the terms and conditions set forth in this Agreement, the County shall accept the ownership and all responsibilities inherent to ownership of the real property being abandoned by the Town and described in Exhibit "C" ("Abandoned ROW").

3. TOWN RESPONSIBILITIES:

- 3.1 **TOWN TO ABANDON RIGHT-OF-WAY:** Subject to the terms and conditions set forth in this AGREEMENT and pursuant to A.R.S. § 28-7205, TOWN shall abandon the Abandoned ROW.
- 3.2 **TOWN TO ACCEPT EASEMENTS:** Subject to the terms and conditions set forth in this Agreement, Town shall accept the ROW Easements being conveyed by County.

4. MISCELLANEOUS:

- 4.1 **COUNTY INDEMNIFICATION:** COUNTY shall defend, indemnify and hold harmless TOWN, its officers, agents and employees from and against claims, liabilities (including but not limited to vicarious liability), damages or expenses, including penalties and assessments and attorneys fees to which they or any of them may be subjected by reason of injury or death of any person or loss or damage to any property contributed to or caused by the negligence or omission(s) of COUNTY, its agents, servants, employees, contractors or subcontractors in the execution of COUNTY's obligations under this AGREEMENT. In case any suit or other proceeding shall be brought under this AGREEMENT, COUNTY, at the request of TOWN, will assume the defense at COUNTY'S own expense and will pay all judgments rendered therein.
- 4.2 **TOWN INDEMNIFICATION:** TOWN shall defend, indemnify and hold harmless COUNTY, its officers, agents and employees from and against claims, liabilities (including but not limited to vicarious liability), damages or expenses, including penalties and assessments and attorneys fees to which they or any of them may be subjected by reason of injury or death of any person or loss or damage to any property contributed to or caused by the negligence or omission(s) of TOWN, its agents, servants, employees, contractors or subcontractors in the execution of TOWN's obligations under this AGREEMENT. In case any suit or other proceeding shall be brought under this AGREEMENT, TOWN, at the

request of COUNTY, will assume the defense at TOWN'S own expense and will pay all judgments rendered therein.

- 4.3 NOTICES: Unless otherwise provided in the AGREEMENT, all notices, demands, request consents, approvals and other communications (collectively, "NOTICES") required hereunder shall be given by certified U.S. mail return receipt request, postage prepaid or personally delivered and acknowledged, at the addresses set forth below or at such other address as either party shall, from time to time, designate in writing to the other by notice given in the same manner specified in this paragraph. NOTICES shall be deemed received upon receipt, which shall be evidenced by a receipted copy (in the case of NOTICES that are personally delivered), or as evidenced by the postal service receipt.

Town of Gilbert
Town Manager
50 E Civic Center Drive
Gilbert, AZ 85296

Maricopa County
Real Estate Services Manager
301 W Jefferson St., Suite 960
Phoenix, AZ 85003

- 4.4 ENTIRE AGREEMENT: This AGREEMENT and all Exhibits attached hereto set forth the entire understanding and agreement of the PARTIES and there are no understandings or agreements, either oral or written, between the PARTIES other than as set forth herein, and those agreements which are executed contemporaneously herewith. This AGREEMENT shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or rule requiring construction against the party drafting this AGREEMENT. Each party has reviewed this AGREEMENT and has had the opportunity to have it reviewed by legal counsel.
- 4.5 AMENDMENTS: Any amendments to or variation from the terms of the AGREEMENT shall be in writing and shall become effective only after approval of the PARTIES.
- 4.6 CANCELLATION: The PARTIES acknowledge that the other has the right as provided in A.R.S. Section 38-511 to cancel the AGREEMENT if, while the AGREEMENT of any extension is in effect, any person significantly involved in negotiating, drafting, or securing the AGREEMENT on behalf of a party is (i) an employee or agent of the other party in any capacity, or (ii) a consultant to the other party with respect to the subject matter of the AGREEMENT. Either Party may cancel this AGREEMENT by providing the other written notice at least thirty (30) days prior to the effective termination date.

- 4.7 GOVERNING LAW; VENUE: The AGREEMENT is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. The PARTIES hereby agree that the venue for any claim arising out of or in any way related to this AGREEMENT shall be Maricopa County, Arizona.
- 4.8 SUCCESSORS AND ASSIGNS: The AGREEMENT shall be binding upon the PARTIES, their respective heirs, executors, administrators, personal representatives, successors, and assigns.
- 4.9 WAIVER: The waiver by any PARTY of any right granted to it under this AGREEMENT is not a waiver of any other right granted under this AGREEMENT, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
- 5.0 PARTIAL INVALIDITY: Whenever possible, each provision of this AGREEMENT shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
- 5.1 NO PARTNERSHIP OR JOINT VENTURE: Nothing in this AGREEMENT shall create any partnership, joint venture or other agreement between the PARTIES hereto. Except as expressly provided herein, no term or provision of this AGREEMENT is intended or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.
- 5.2 TIME IS OF THE ESSENCE: Time is of the essence hereof. Unless otherwise specified herein, the term "day" as used in this AGREEMENT shall mean calendar day. If the date for performance of any obligation hereunder or the last day of any time period provided herein shall fall on a Saturday, Sunday or legal holiday, then said date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.
- 5.3 HEADINGS: Sections and other headings contained in this AGREEMENT are for reference purposes only and shall not affect in any way the meaning or interpretation of this AGREEMENT.

- 5.4 COUNTERPARTS: This AGREEMENT may be executed in two or more counterparty, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
- 5.5 COOPERATION: The PARTIES agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the agreements and obligations to be performed by such party pursuant to this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES have executed this Intergovernmental Agreement by signing their names on the day and date first written above.

MARICOPA COUNTY

A political subdivision of the
State of Arizona

TOWN OF GILBERT

A municipal corporation of the
State of Arizona

Chairman of the Board of Supervisors

Mayor, Town of Gilbert

ATTEST:

ATTEST:

Clerk of the Board

Date

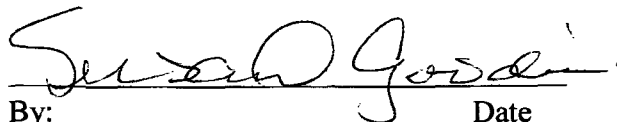
Town Clerk

Date

APPROVED AS TO FORM:

Deputy County Attorney

Date


By: _____ Date _____

Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
Town Attorney

PUBLIC NOTICE

NOTICE OF INTENT TO EXCHANGE CERTAIN REAL PROPERTY
OWNED BY THE TOWN OF GILBERT, ARIZONA,
FOR CERTAIN REAL PROPERTY OF SUBSTANTIALLY EQUAL VALUE

Pursuant to Arizona Revised Statutes Section 9-407, the Town of Gilbert, Arizona, hereby gives public notice that it intends to exchange real property owned by Gilbert ("Gilbert Parcel"), as legally described in Exhibit 1, for and in consideration of obtaining real property of substantially equal value owned by Maricopa County, Arizona, which is legally described in Exhibit 2 ("County Parcels"). The proposed exchange of the Gilbert Parcel for the County Parcel is contingent upon the following conditions:

1. A determination shall be made by the Gilbert Town Council that the value of the Gilbert Parcel is substantially equal in value to the County Parcel.

2. Gilbert and Maricopa County shall enter into and comply with an Agreement for the Exchange of Certain Real Property. The form of the Agreement may be obtained from the office of the Town Clerk, 50 East Civic Center Drive, Gilbert, Arizona 85296 during normal business hours.

A public hearing to consider the proposed exchange of properties will be held at a regular meeting of the Gilbert Town Council on October 4, 2012, at 7:00 p.m. at the Gilbert Municipal Center, Council Chambers, 50 East Civic Center Drive, Gilbert, Arizona.

DATED this 6th day of Sept. 2012.


Catherine Templeton, Town Clerk

EXHIBIT "A"

**Right-of-Way Easement
Val Vista Drive**

(SEE ORDINANCE EXHIBIT 2)

EXHIBIT “B”

**Right-of-Way Easement
Ray Road**

(SEE ORDINANCE EXHIBIT 2)

EXHIBIT “C”

Abandonment Legal Description

(SEE ORDINANCE EXHIBIT 1)

EXHIBIT 1
GILBERT PARCEL

Exhibit 1

VAL VISTA ABANDONMENT

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 29 BEARS SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 2635.34 FEET;

THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 856.66 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST LINE NORTH 23 DEGREES 21 MINUTES 46 SECONDS EAST, 83.98 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 1845.47 FEET;

THENCE SOUTH 89 DEGREES 28 MINUTES 17 SECONDS WEST, 73.58 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 09 SECONDS WEST, 1677.20 FEET;

THENCE NORTH 23 DEGREES 21 MINUTES 46 SECONDS EAST, 100.05 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 129,590 SQUARE FEET OR 2.9750 ACRES, MORE OR LESS.

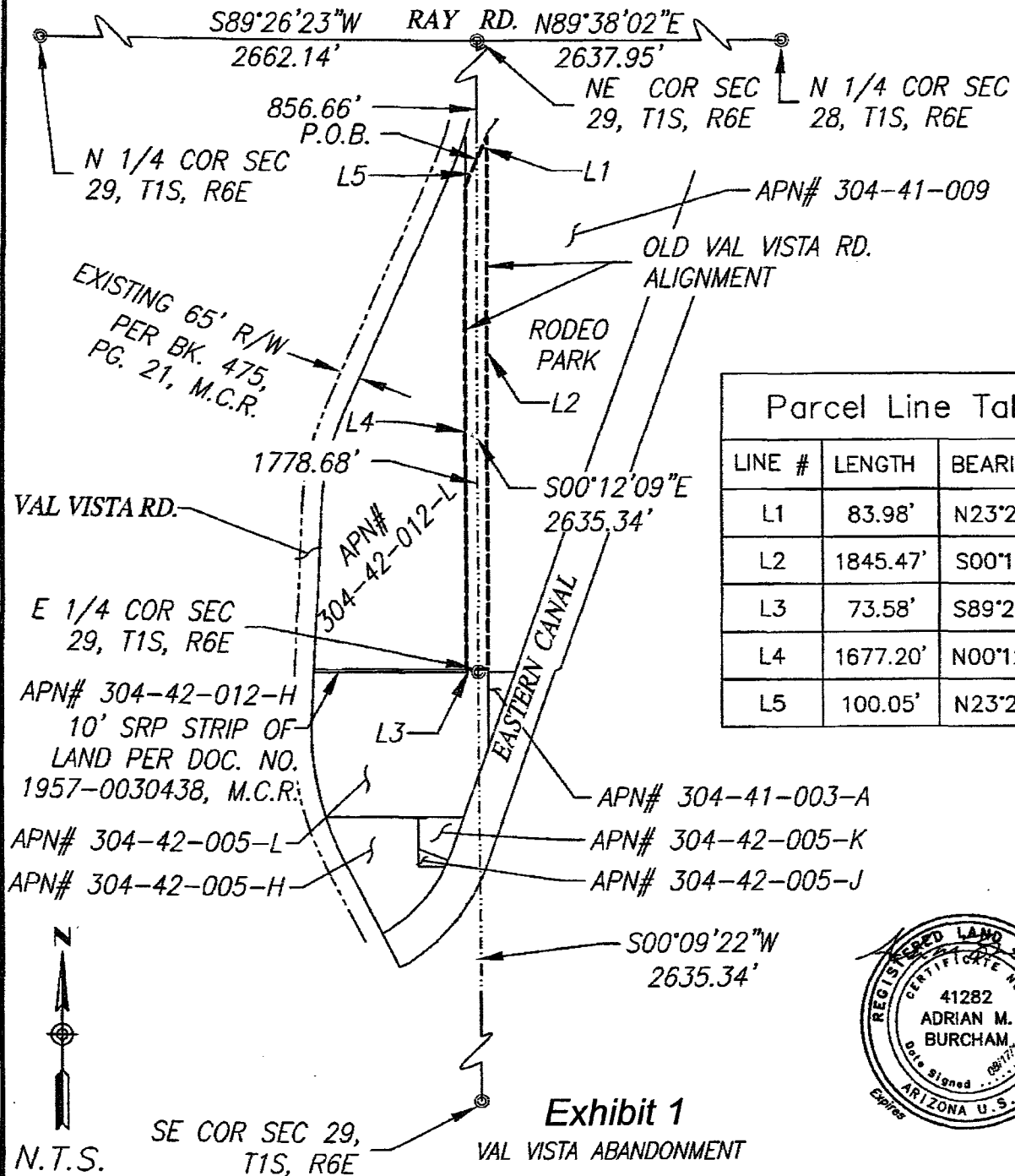




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Ph: 480.892.3313



Parcel Line Table

LINE #	LENGTH	BEARING
L1	83.98'	N23°21'46"E
L2	1845.47'	S00°12'09"E
L3	73.58'	S89°28'17"W
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Exhibit 1

VAL VISTA ROAD ALIGNMENT
R/W ABANDONMENT
Town of Gilbert, Maricopa County, Arizona

Project No.
11100 TASK 5

Date
08/17/11

Project Manager
AARON MICHALENKO

Project Eng.

Sht. 1 of 1

EXHIBIT 2
COUNTY PARCELS

Exhibit 2

VAL VISTA DEDICATION

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THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 768.37 FEET;

THENCE DEPARTING SAID EAST LINE SOUTH 89 DEGREES 47 MINUTES 46 SECONDS WEST, 40.01 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY OF VAL VISTA ROAD, AS SHOWN IN BOOK 475, PAGE 21, MARICOPA COUNTY RECORDER AND ALSO THE **POINT OF BEGINNING**;

THENCE SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 180.00 FEET;

THENCE SOUTH 23 DEGREES 21 MINUTES 46 SECONDS WEST, 891.83 FEET TO A TANGENT CURVE, CONCAVE SOUTHEAST, WHOSE RADIUS IS 889.93 FEET;

THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20 DEGREES 55 MINUTES 44 SECONDS, AN ARC LENGTH OF 325.07 FEET;

THENCE SOUTH 02 DEGREES 26 MINUTES 02 SECONDS WEST, 548.06 FEET;

THENCE SOUTH 89 DEGREES 28 MINUTES 17 SECONDS WEST, 65.09 FEET;

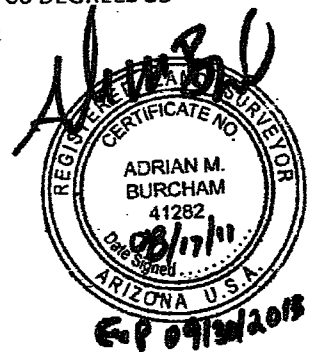
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SAID PARCEL CONTAINS 120,658 SQUARE FEET OR 2.7699 ACRES, MORE OR LESS.

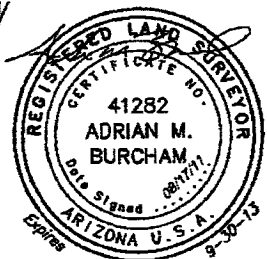
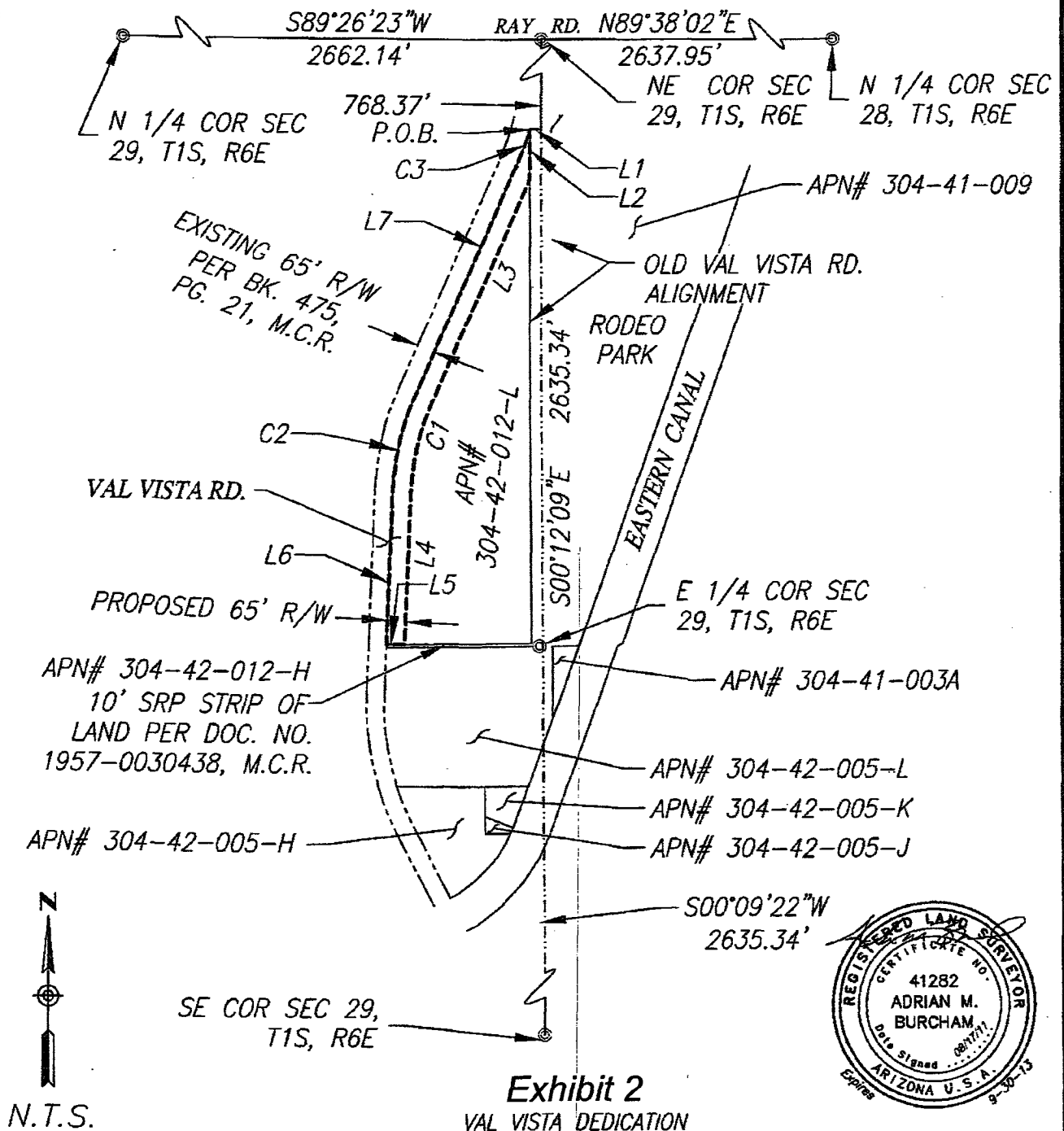




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VAL VISTA ROAD ALIGNMENT
R/W DEDICATION
Town of Gilbert, Maricopa County, Arizona

Project No. 11100 TASK 5	Date 08/17/11	Sht. 1 of 2
Project Manager AARON MICHALENKO	Project Eng.	



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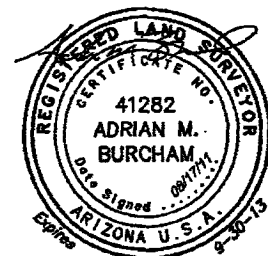
Exhibit 2
VAL VISTA DEDICATION

Parcel Line Table

LINE #	LENGTH	BEARING
L1	40.01'	S89°47'46"W
L2	180.00'	S00°12'09"E
L3	891.83'	S23°21'46"W
L4	548.06'	S02°26'02"W
L5	65.09'	S89°28'17"W
L6	551.42'	N02°26'02"E
L7	941.72'	N23°21'46"E

Curve Table

CURVE #	LENGTH	RADIUS	DELTA
C1	325.07'	889.93'	020°55'44"
C2	348.81'	954.93'	020°55'44"
C3	115.38'	954.93'	006°55'23"



VAL VISTA ROAD ALIGNMENT
R/W DEDICATION
Town of Gilbert, Maricopa County, Arizona

Project No.
11100 TASK 5

Date
08/17/11

Project Manager
AARON MICHALENKO

Project Eng.

Sht. 2 of 2

Exhibit 2

RAY ROAD DEDICATION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 28, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 28 BEARS SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 2635.34 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER NORTH 89 DEGREES 38 MINUTES 02 SECONDS EAST, 606.39 FEET;

THENCE DEPARTING SAID NORTH LINE SOUTH 00 DEGREES 21 MINUTES 58 SECONDS EAST, 33.00 FEET TO THE POINT OF BEGINNING;

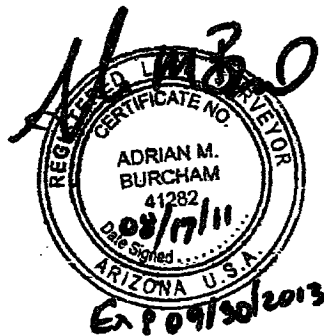
THENCE NORTH 89 DEGREES 38 MINUTES 02 SECONDS EAST, 416.97 FEET;

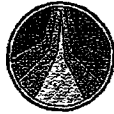
THENCE SOUTH 01 DEGREES 43 MINUTES 12 SECONDS EAST, 17.00 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 02 SECONDS WEST, 430.66 FEET;

THENCE NORTH 37 DEGREES 38 MINUTES 47 SECONDS EAST, 21.58 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 7,205 SQUARE FEET OR 0.1654 ACRES, MORE OR LESS.





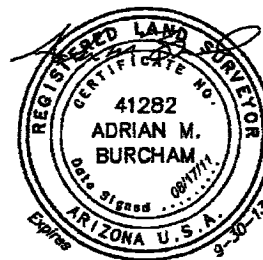
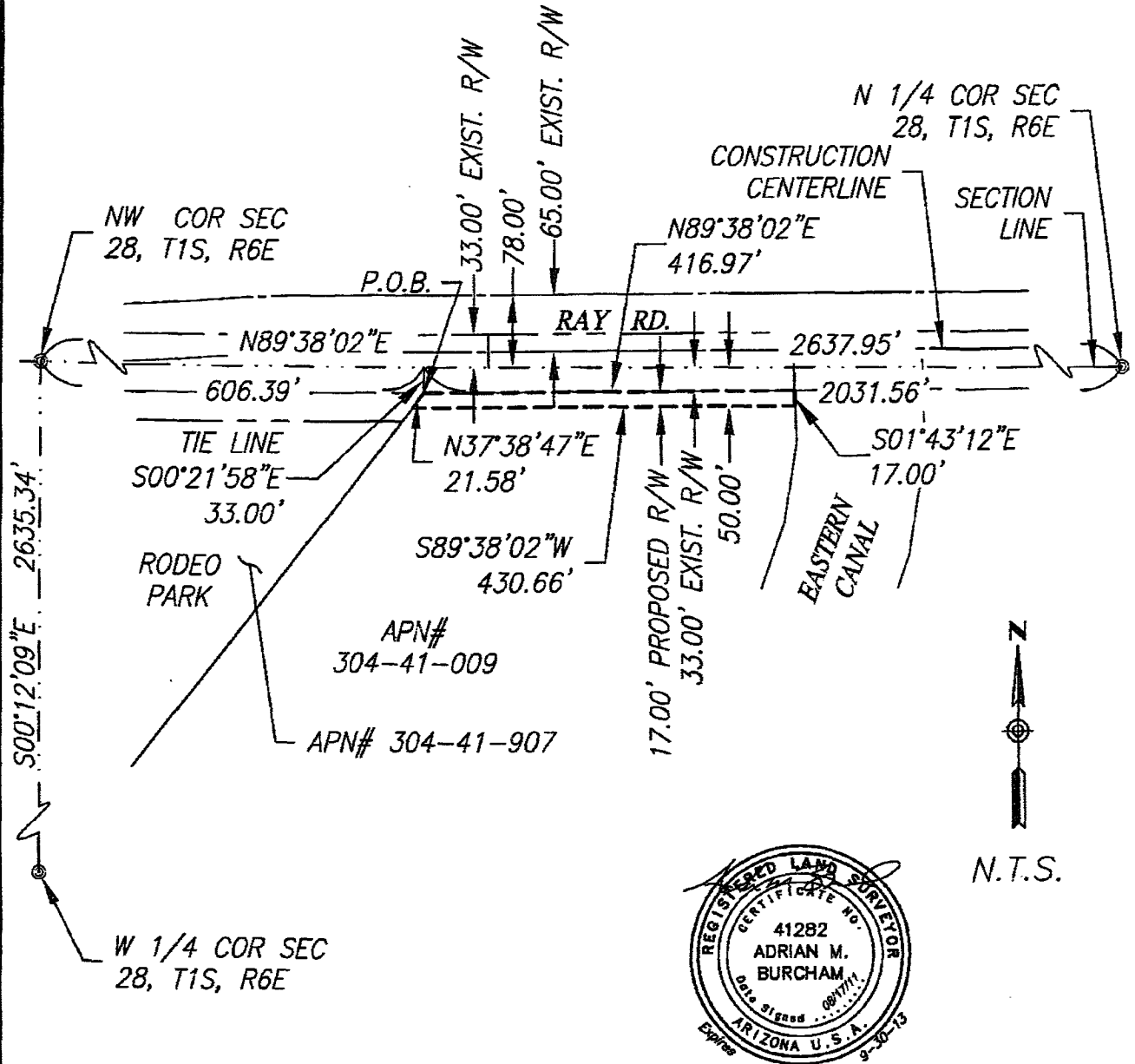
HUBBARD
ENGINEERING

www.hubbardengineering.com

1840 S. Stapley Dr.
Suite 137
Mesa, AZ 85204
Ph: 480.892.3313

Exhibit 2

RAY ROAD DEDICATION



RAY ROAD ALIGNMENT
R/W DEDICATION 2
Town of Gilbert, Maricopa County, Arizona

Project No.
11100 TASK 5
Project Manager
AARON MICHALENKO

Date
08/17/11
Project Eng.

Sht: 1 of 1

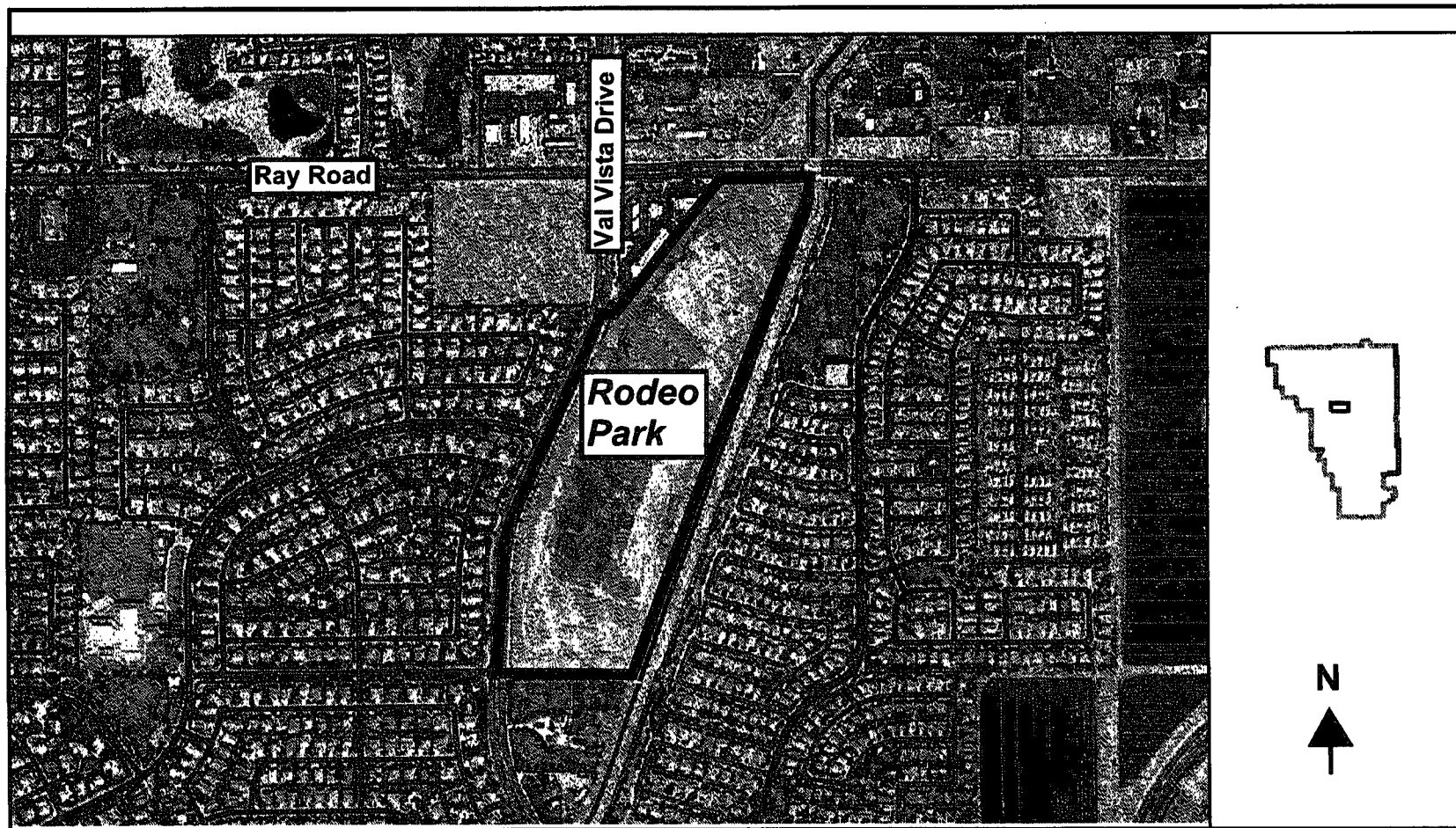


Figure 1
Rodeo Park Location Map
September 6, 2012

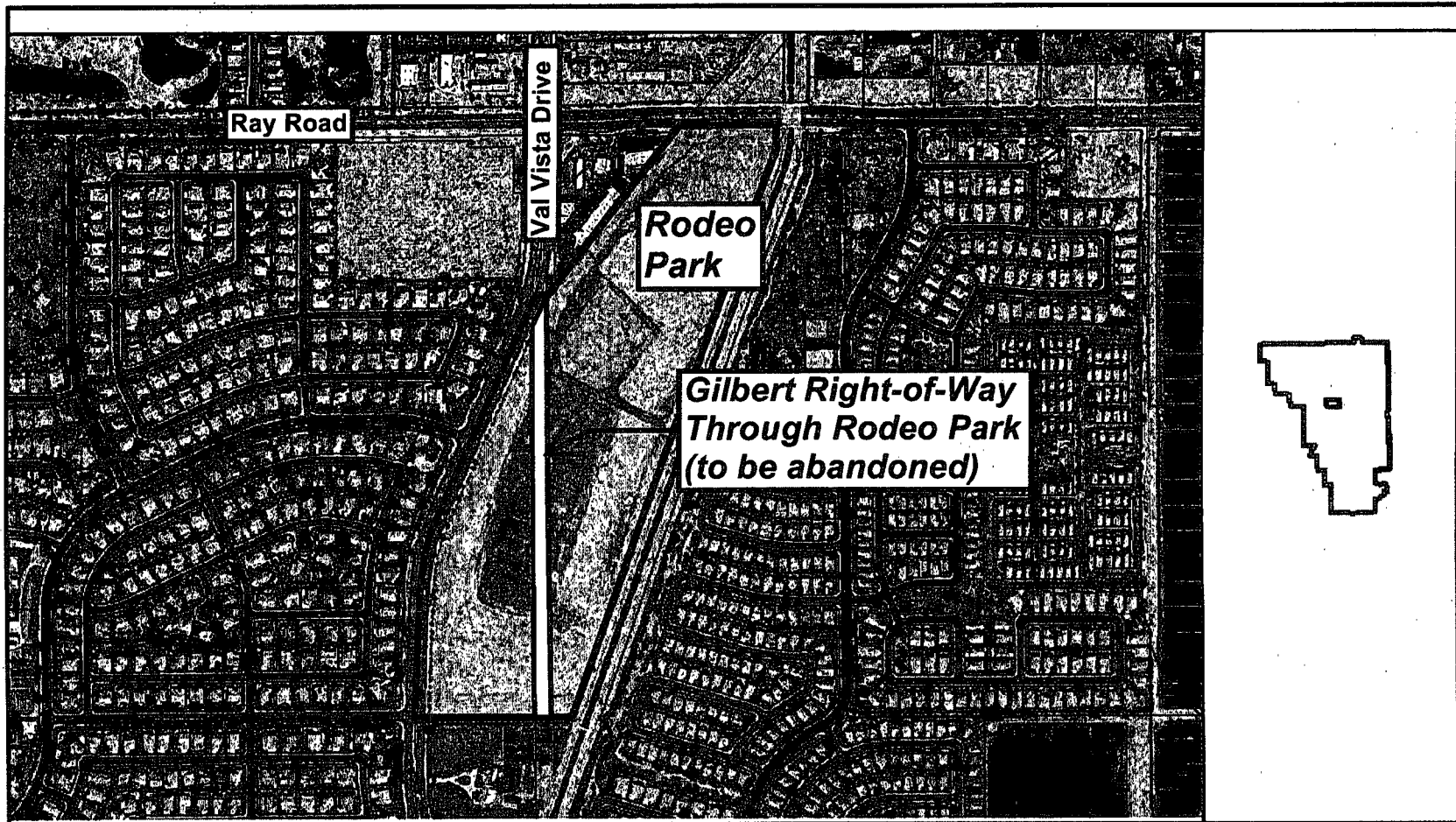


Figure 2
Town of Gilbert Right-of-Way Through Rodeo Park
September 6, 2012

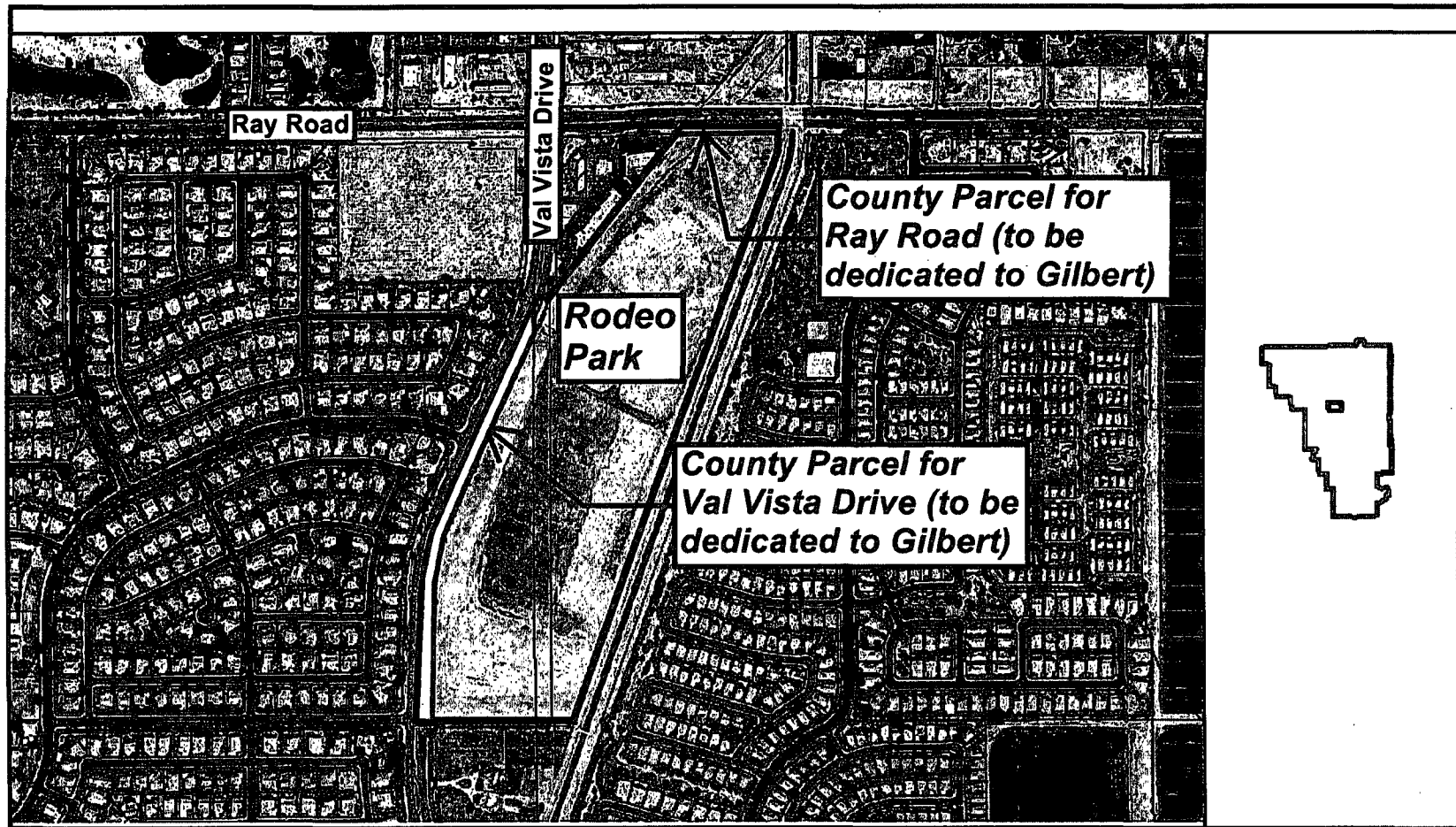


Figure 3
Maricopa County Parcels for Val Vista Drive and Ray Road
September 6, 2012